

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000330448**  
**Sandri Energy LLC**  
**400 Chapman Street**  
**Greenfield MA 01301**  
**United States**

<b>Contract ID</b> 0000000000000000000025897		<b>Page</b> 1 of 6
<b>Contract Dates</b> 12/02/2013 to 08/31/2016		<b>Origin</b> B53
<b>Description:</b> BGS WOOD PELLETS		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Wortman,Linda	<b>Buyer Phone</b> 828-5684	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		PREMIUM WOOD PELLETS - ST ALBANS AND HARTFORD	TON	219.00000	0.00	0.00

PREMIUM WOOD PELLETS- IN THE PELLET INDUSTRY DENOTES A WELL MADE, CONSISTENT LENGTH PELLET OF LOW ASH CONTENT. LOW ASH IS IMPORTANT AS THAT TYPE OF PELLET BURNS AT A HIGHER EFFICIENCY RATE AND CREATES LESS ASH (LESS ASH = LESS MAINTENANCE AND WASTE ASH PRODUCT TO DISPOSE OF). PELLETS THAT DO NOT MEET OR EXCEED THE BELOW SPECIFICATION WILL BE REPLACED BY THE VENDOR AT NO ADDITIONAL COST TO THE STATE.

PREMIUM GRADE PELLETS: ASH CONTENT LESS THAN ONE PERCENT

MOISTURE CONTENT: NO MORE THAN 4-6 PERCENT BY WEIGHT

AVERAGE BTUs/LB CONTENT: 8,500

PELLET WEIGHT: 40-60 POUNDS PER CUBIC FOOT

SOURCE MATERIAL: 100% SOFTWOOD OR HARDWOOD - VIRGIN WOOD AND OR WOOD MANUFACTURING WASTE WITH A WRITTEN STATEMENT OF THE SOURCE OF WOOD. NOTE: CONSTRUCTION WASTE AND PRESSURE TREATED WOOD IS NOT ALLOWED UNDER ANY CIRCUMSTANCES IN THE PELLETS DUE TO THE PRESENCE OF PAINT, CHEMICAL AND HEAVY METALS.

SIZE: NO MORE THAN 1-1.5 INCHES LONG X 1/4 INCHES IN DIAMETER (MADE ON 6.35MM OR 6.50 DIE SIZE)

FINES: NO MORE THAN 0.5% BY WEIGHT SHALL PASS A 1/8" SCREEN

ADDITIVES OR BARK - NO BARK, NO PLASTIC OR OIL ADDITIVES ALLOWED

PELLET DURABILITY INDEX: GREATER THAN OR EQUAL TO 97.5

CHLORIDE: LESS THAN 300 PARTS PER MILLION

DELIVERIES WOULD BE BY BULK DELIVERY TRUCK. NUMBER OF DAYS ADVANCE NOTICE REQUIRED FOR DELIVERY: 3 DAYS

ST. ALBANS DELIVERY ADDRESS:

ST. ALBANS STATE POLICE FIELD STATION  
140 FISHER POND ROAD (ROUTE 104)  
ST. ALBANS, VT 05478

DIRECTIONS:

TAKE I-89 EXIT AT 19, TURN RIGHT AT FIRST TRAFFIC LIGHT (ROUTE 104) AND DRIVE NORTH APPROXIMATELY 3/4 OF A MILE. BUILDING WILL BE ON YOUR RIGHT.

THE SILO IS LOCATED OUTDOORS AND INSIDE A SECURE PARKING AREA. FROM GRADE TO THE TOP OF THE SILO FILL POINT IS 24' 0". THE DELIVERY TRUCK AUGER WILL HAVE TO BE ABLE TO LIFT THAT HIGH.

SILO CAN HOLD APPROXIMATELY 32.8 TONS OF PELLETS

ESTIMATED YEARLY CONSUMPTION IS 30 TONS.

DELIVERY OF PELLETS WOULD OCCUR DURING NORMAL STATE BUSINESS HOURS (7:45 AM - 4:30 PM) UNLESS ALTERNATE ARRANGEMENTS ARE MADE. CONTRACTOR MUST CONTACT BUILDING AND GENERAL SERVICES MAINTENANCE TO ARRANGE FOR A STATE REPRESENTATIVE TO BE PRESENT AT THE TIME OF THE FIRST DELIVERY.

POINT OF CONTACT FOR DELIVERY:

RANDY SMITH  
VOICE: 802-524-6886  
FAX: 802-527-4207

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CELL: 802-922-3509

INVOICES TO:  
RANDY SMITH  
PLANT MAINTENANCE SUPERVISOR  
STATE OF VERMONT  
BUILDINGS & GENERAL SERVICES  
36 LAKE STREET  
ST. ALBANS, VT 05478

HARTFORD DELIVERY ADDRESS:

HARTFORD INFORMATION CENTER/INTERSTATE 91  
MILE MARKER 68.5 +/-  
HARTFORD, VT 05047

DIRECTIONS: BETWEEN EXIT 10 AND 9 SOUTH BOUND

SILO IS LOCATED ON THE TRUCK PARKING SIDE IN AN UNSECURE AREA. FROM GRADE TO THE TOP OF THE SILO FILL POINT IS 20.0 FEET. THE DELIVERY TRUCK AUGER WILL HAVE TO BE ABLE TO LIFT THAT HIGH.

SILO CAN HOLD APPROXIMATELY 16 TONS OF PELLETS

ESTIMATED YEARLY CONSUMPTION IS 25 TONS

DELIVERY OF PELLETS WOULD OCCUR DURING NORMAL STATE BUSINESS HOURS (7:45 AM - 4:30 PM) UNLESS ALTERNATE ARRANGEMENTS ARE MADE.

POINT OF CONTACT FOR DELIVERY:  
WELCOME STATION ATTENDANT  
802-296-2397

OR

MIKE KUBAN 802-674-1142  
SUPERVISOR, BGS - SOUTHEAST DISTRICT

INVOICES TO:  
LISA SANCHEZ  
VERMONT INFORMATION CENTER DIVISION  
134 STATE STREET  
MONTPELIER, VT 05602

2		DELIVERY CHARGES	EA	0.01000	0.00	0.00
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DELIVERY CHARGES:

DELIVERY TO ST. ALBANS = \$1039.50 BASED ON A LOAD OF 24 TO 30 TONS  
DELIVERY TO HARTFORD = \$489.50 BASED ON A LOAD OF 12 TO 15 TONS

PRICING VALID FOR 90 DAYS FROM ORIGINAL CONTRACT DATE

PRICE ESCALATION CLAUSE - A MAXIMUM OF 10% INCREASE IS ALLOWABLE UNDER THIS AGREEMENT FOR DELIVERY CHARGES ONLY.

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3		PREMIUM WOOD PELLETS - BARRE	TON	219.00000	0.00	0.00

#### BARRE DELIVERY ADDRESS:

BARRE DISTRICT COURT HOUSE  
255 N. MAIN ST  
BARRE, VT 05641

DIRECTIONS: GET OFF 1-89 AT EXIT 7. COME DOWN RT 62 TO BARRE. HEAD EAST ON 302 TO WEST ST. MAKE DELIVERY. CONTINUE NORTH ON WEST ST TO SUMMER ST. WEST ON SUMMER ST TO RT .14. RIGHT ON 14, CONTINUE TO RT 62.

THE SILO IS LOCATED BETWEEN THE COURT HOUSE AND MERCHANT STREET. MERCHANT STREET IS ONE WAY. THE SILO IS ON THE SIDE OF THE BUILDING FACING DUNCAN DONUTS, RIGHT OUTSIDE THE MECHANICAL ROOM DOOR.

SILO CAN HOLD APPROXIMATELY 40 TONS OF PELLETS

ESTIMATED YEARLY CONSUMPTION IS 170 TONS

DELIVERY OF PELLETS WOULD OCCUR BEFORE 7:20 AM OR AFTER 6:00 PM, MONDAY - FRIDAY. DELIVERY ON WEEKENDS CAN BE MADE AT ANY TIME.

POINT OF CONTACT:  
KEN MACRITCHIE  
PHONE: 802-479-4290  
E-MAIL: KEN.MACRITCHIE@STATE.VT.US

INVOICES TO:  
BGS  
BARB WATSON  
2 AIKEN AVE  
MONTPELIER, VT 05633-5801

4		DELIVERY BARRE	EA	759.00000	0.00	0.00
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DELIVERY FEE TO BARRE COURT HOUSE: \$759.00 ON MINIMUM LOADS OF 30 TONS

5		PREMIUM WOOD PELLETS - WESTMINSTER	TON	219.00000	0.00	0.00
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#### DELIVERY ADDRESS:

WESTMINSTER DPS FACILITY  
1330 WESTMINSTER HEIGHTS ROAD  
WESTMINSTER, VERMONT

1 SILO - ABOVE GROUND - HOLDS 25-30 TONS

ANNUAL USAGE: 25 TONS (1 DELIVERY)

CONTACT:  
SAM CARPENTER  
TEL: 802-885-9748  
EMAIL: SAM.CARPENTER@VERMONT.GOV

MERLE MILLER PROJECT MANAGER  
MERLE.MILLER@VERMONT.GOV

INVOICED TO:  
STATE OF VERMONT  
DEPARTMENT OF BUILDINGS & GENERAL SERVICES

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
		702 CHARLESTOWN ROAD SPRINGFIELD, VT 05156				

6		DELIVERY	EA	300.00000	0.00	0.00
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DELIVERY FEE: \$300.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR WOOD PELLETS ISSUED NOVEMBER 12, 2013 AND VENDOR'S RESPONSE DATED NOVEMBER 19, 2013.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED NOVEMBER 7, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: PREMIUM WOOD PELLETS

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWELVE MONTHS (12) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

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REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:  
[http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

LINDA WORTMAN  
PURCHASING AGENT  
802-828-4658  
FAX # 802-828-2222  
[linda.wortman@state.vt.us](mailto:linda.wortman@state.vt.us)

CHANGE ORDER #1: TO ADD ADDITIONAL WOOD PELLET DELIVERY LOCATION TO CONTRACT AT THE BARRE DISTRICT COURT HOUSE, BARRE, VT

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 06/09/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CHANGE ORDER #2 - NOVEMBER 2014 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT TILL AUGUST 31, 2015. THE PRICING FOR ALL LOCATIONS FOR A ONE ONE YEAR TERM IS \$219.00/TON FROM \$199.00/TON AT ST ALBANS & HARTFORD WELCOME CENTER AND \$218.82/TON AT THE BARRE COURT HOUSE.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

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ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/02/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CHANGE ORDER #3 - AUGUST 2015 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT TILL AUGUST 31, 2016. THE PRICING FOR WOOD PELLETS FOR ALL LOCATIONS HAS REMAINED THE SAME \$219.00/TON FOR A ONE YEAR TERM. AN ADDITIONAL LOCATION HAS BEEN ADDED TO THIS CONTRACT, WESTMINSTER PDS FACILITY. DUE TO INCREASED OPERATIONAL COSTS FLAT FEE DELIVERY CHARGES HAVE BEEN INCREASED AS FOLLOWS:

ST ALBANS - (FROM \$945.00) TO \$1,039.50  
HARTFORD - (FROM \$445.00) TO \$489.50  
BARRE - (FROM \$690.00) TO \$759.00

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED MARCH 1, 2015 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_